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Chapter 7 Trustee
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7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

9 In re

10 GIRARDI KEESE,

11 Debtor.
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Case No. 2:20-bk-21022-BR

Chapter 7

**CHAPTER 7 TRUSTEE'S STATUS
REPORT, ANALYSIS OF USES AND
SOURCES OF CASH AND FUNDS ON
HAND; APPROVAL OF FIRST INTERIM
APPLICATIONS OF ESTATE
PROFESSIONALS**

Date: March 7, 2023
Time: 10:00 a.m.
Ctrm.: 1668 via ZoomGov
255 E. Temple Street
Los Angeles, CA 90012)

19 **TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE,**
20 **THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL OTHER INTERESTED**
21 **PARTIES:**

22 I, Elissa D. Miller, the Chapter 7 Trustee for the Bankruptcy Estate of Girardi
23 Keese, hereby submits this Status Report. Towards the end of the Status Report, I will
24 address the amount of cash I have collected during the course of this case, the use of the
25 cash and the remaining balance, including the portion which is not cash collateral but
26 from avoidance action recoveries and my approval of and proposal re the payment of my
27 allowed Professionals fees and costs.
28

I.

BRIEF OVERVIEW

This has been an interesting, difficult, complex and sad case. It is the case of a law firm that, despite what was believed to be a stellar reputation, over the past years routinely and systematically failed to pay its clients the funds it received in settlement of their claims. It is a case where the State Bar of California recently admitted that it had received over 205 complaints over the last 40 years and did nothing. It is a case where to date, Thomas V. Girardi ("Girardi") and his son-in-law David Lira, along with the firm's chief financial officer, Christopher Kamon, have been indicted for stealing money, and it is a case where a law firm was in complete and total disarray due to evidence of years of lack of management.

It is against this backdrop that I have administered this case putting the victim clients first. Most of my energy for the first two years of this case has been in transitioning active cases, protecting the clients and the recovery of attorney's fees coupled with some litigation.

While the transitioning of open client files has mostly been completed, we are still collecting quantum meruit fees and the bulk of the litigation has just been commenced.

II.

FACTUAL BACKGROUND

A. The Debtor's Involuntary Bankruptcy Case

Pre-petition, the Debtor was a plaintiff's law firm based in Los Angeles, California. On December 18, 2020, petitioning creditors Jill O'Callahan, as successor in interest to James O'Callahan, Robert M. Keese, John Abassian, Erika Saldana, Virginia Antonio, and Kimberly Archie (collectively, the "Petitioning Creditors") filed an involuntary

1 chapter 7 bankruptcy petition against the Debtor.¹ Prior to the involuntary petition, the
2 Debtor practiced in the areas of personal injury, defective products, sexual abuse, toxic
3 torts, business law, employment law, and aviation law. The Debtor was well known in the
4 national mass torts community representing clients in mass tort cases around the
5 country. One or more of Debtor's attorneys would often participate on the mass tort case
6 leadership teams.

7 With a few minor exceptions, all of the Debtor's cases were handled on a
8 contingency basis with different percentages based on the case, the client and the
9 number of clients the Debtor represented in any one case. There was no rule of thumb.
10 In addition, the Debtor was co-counsel on some cases and had referring attorneys to
11 whom it had promised a percentage of the recovery on others. Sometimes the referral
12 fee was documented in a retainer agreement or otherwise in accordance with California
13 law, and other times there was simply no documentation or at least not signed by the
14 client.

15 On December 24, 2020, the Petitioning Creditors filed a *Motion for Appointment of*
16 *Interim Trustee Pursuant to 11 U.S.C. § 303(g)* [Docket No. 12]. The Court entered an
17 order granting the motion on January 5, 2021 [Docket No. 45]. On January 6, 2021, I
18 was appointed as the interim trustee [Docket No. 50].

19 On January 13, 2021, the Court entered an *Order Directing: (1) The Clerk of Court*
20 *to Immediately Enter an Order for Relief under Chapter 7; (2) The United States Trustee*
21 *to Immediately Appoint a Chapter 7 Trustee; (3) The Debtor to File All Schedules and*
22 *Related Documentation for Chapter 7 Case within Fourteen Days of the Entry of this*
23 *Order; and (4) Vacating February 16, 2021 Status Conference* [Docket No. 68]. On
24 January 13, 2021, the Clerk of Court entered an order for relief against the Debtor

25
26
27 ¹ The Petitioning Creditors also filed an involuntary chapter 7 bankruptcy petition against
28 Thomas V. Girardi ("Girardi"), which is currently pending as Bankruptcy Case No.
2:20-bk-21020-BR.

[Docket No. 69], and I was appointed and accepted the appointment in the Debtor's case [Docket No. 71].

B. The Debtor's Primary Assets

At the time the involuntary petition was filed against the Debtor, the Debtor was counsel of record in a significant number of cases which had been undertaken on a contingency basis. Prior to the involuntary petition date, many of the Debtor's employees and attorneys had resigned.

The Debtor was counsel of record in a number of cases referred to as "Mass Tort Cases," where the Debtor represented between dozens to hundreds of clients in cases concerning similar injuries resulting from a general set of facts or circumstances against the same group of defendants and in one particular instance, the Southern California Gas Leak Litigation ("Porter Ranch"), the Debtor had 8,202 client cases. In addition, the Debtor was counsel of record in a number of cases where the Debtor represented one or more plaintiffs in more discrete actions (the "Discrete Cases"). The Debtor did not have any active class action cases.

All of the cases were at varying litigation stages. Many cases were pending and still in the midst of active litigation. Some cases were resolved in principal but with outstanding ministerial and/or other tasks that had to be addressed before the settlement could be finalized and the settlement funds released. There were a few settled cases that were waiting on instructions as to where to send the settlement funds. In addition, there were cases where the Debtor had been substituted out pre-petition leaving the Debtor with a quantum meruit claim for its fees and a claim for the recovery of its costs. Without former staff and attorneys, I was faced with the challenge of establishing the Estate's rights to fees and costs and collecting on such fees and costs from the Debtor's contingency cases.

The Debtor's fees and costs in its plethora of cases constitute one of the most significant assets in the Estate. Protecting and preserving the Debtor's and clients' interests in these cases was and continues to be of paramount importance to me and my

1 support team. It has required a support team for the maintenance of the Debtor's
2 computer systems and access to the Debtor's physical files and data. The need for these
3 systems continue.

4 **C. State of the Debtor's Office and My Move to Pasadena**

5 Following my appointment through the end of 2021, The Debtor continued to use
6 the offices at 1122 and 1126 Wilshire Blvd mostly as storage facilities for years of closed
7 and duplicative client files, old records, discarded electronics and boxes and boxes of
8 marketing materials prominently featuring Girardi. I previously reported about the state in
9 which I found the offices.

10 From the time of my appointment through December, 31, 2022, my field agent and
11 staff and I, following entry of appropriate orders of this Court, disposed of trash and
12 unneeded paper and other records, transitioned files to new counsel, and worked with
13 auctioneers to sell most if not all of the personal property of any value. In late 2021, we
14 vacated the 1122 Wilshire Building and sold the furnishings to the buyer, and moved all
15 of the remaining files and personal property into the 1126 Wilshire building.

16 By the end of 2022, I had auctioned the personal property in the 1126 Building,
17 and consolidated all of the data and files so that it made financial sense to place the
18 remaining files, including financial files, into an off-site storage facility and to vacate the
19 1126 Wilshire Building. Pursuant to court order, we entered into a lease of a single full-
20 service office in Pasadena where we also moved the computers, and also entered into an
21 offsite storage agreement. By doing so, I reduced the estate's overhead.

22 **III.**

23 **ACTIONS SINCE MY APPOINTMENT**

24 **A. General Post-Appointment Matters**

25 As previously reported, upon my appointment, I took control of all bank accounts,
26 including IOLTA and blocked minor's accounts. I learned that the Debtor carried only
27 health insurance for its employees, which had been canceled pre-petition due to
28 nonpayment and certain automobile insurance. The Debtor did not maintain malpractice

1 or liability insurance. Therefore, I obtained and continue to maintain liability and contents
2 insurance to protect the Estate.

3 I worked with the 401k plan administrator to close out the plan and return all of the
4 employees money to them. Fortunately, it was the one trust account which had not been
5 looted.

6 One of my first tasks was to retain IDS, a digital security consulting firm, to image
7 the servers and hard drives of the Debtor's computers (Servers and others). Since my
8 appointment, with the assistance of Debtor's former IT manager, I have been able to
9 keep the computers running so that we can access all of the data, provide the files to
10 attorneys who have taken over the cases and access the financial information necessary
11 to prepare schedules and schedules of other financial data internally pursuant to
12 appropriate requests by third parties. I have reviewed software licenses as necessary so
13 that we did not lose access to any critical data.

14 **B. Retention of Professionals**

15 In this case, I have retained three law firms as well as financial and other
16 professionals. I closely monitor all of my professionals including conducting a once a
17 month all hands meeting. In this manner, and through frequent email and telephone
18 communications, I insure that there is no duplication of services between the
19 professionals.

20 The professionals I retained and the services they performed and their
21 compensation arrangements are as follows:

22 1) General Counsel – Smiley Wang Ekvall ("SWE"). SWE handles all legal
23 matters in this case other than those specifically handled by my special counsel. SWE is
24 retained on an hourly basis.

25 2) Special Litigation Counsel - Larry Gabriel ("LG") – Special litigation
26 counsel to deal with Erika and the Lenders. LG is employed pursuant to a hybrid fee and
27 contingency.
28

1 3) Special Avoidance Action Litigation Counsel – **SulmeyerKupetz** ("SK")
2 and Greenspoon Marder² ("GM"). SK/GM is the firm of which the Trustee is a member.
3 SK/GM is employed pursuant to a hybrid fee and contingency basis as my special
4 avoidance action counsel.

5 4) Forensic Computer Specialist – Intelligent Discovery Solutions ("IDS") –
6 IDS is employed on an hourly basis. IDS imaged all of the Debtor's computer
7 immediately following my initial appointment and continues to act in a consulting role.

8 5) Forensic Team - Development Specialists, Inc. ("DSI") – DSI is my
9 financial forensic team/expert who has provided all financial analysis in this case,
10 assisted with the preparation of the Schedules and provides support for the litigators and
11 information to third parties. DSI is employed on an hourly basis.

12 6) Tax Accountant – Menchaca & Company, LLC – Menchaca is employed
13 on an hourly basis.

14 7) Claims and Noticing Agent – Donlin Recano ("DR"). DR also assisted in
15 the preparation of the schedules. The Order approved two agreements between me and
16 DR. Pursuant to the Standard Claims Agreement, I pay DR's expenses monthly, the fees
17 incurred are to be paid as a costs of administration without fee application. The Court
18 also approved a Consulting Agreement. DR bills hourly.

19 **C. Claims**

20 In 2021, I filed and served a motion to set a Claims Bar Date and Approve the
21 Form of Notice. Upon approval I noticed over 10,000 creditors and former clients.

22 To date, 684 claims were filed for the total amount of \$500,881,512.21. Of this
23 amount \$96,158,135.04 of claims were filed as secured and \$83,388,078.83 were filed as
24 priority. In addition, claims continue to be filed as creditors who did not receive notice
25

26 _____
27 ² SK closed effective June 30, 2022 and the Trustee and most of her partners joined the firm of
28 GM effective as of July 1, 2022.

1 due to changes of address from what my team could find in the Debtor's records, are
2 authorized to file claims.³

3 Although I have not yet vetted the claims, I do know for example that the secured
4 claims include duplicates and an already avoided secured claim. For example, the
5 Ruigomez family holds one judgment. Yet, each family member filed their own claim in
6 the amount of approximately \$13.4 million, resulting in docketed claims of over \$40
7 million. (Claims #23-3 through 25-4). Of course, each family member is entitled to assert
8 his or her own claim until the total \$13.4 million is paid but for purposes of estimating the
9 total amount of secured claims, the total should be reduced by \$27 million. The secured
10 claims also include a \$7.8 million secured claim filed by KCC, a claims administration
11 agent. KCC has already stipulated to avoid its lien in Adversary No. 2:23-ap-01019-BR
12 which stipulation was approved by order of this Court. This too reduces the amount of
13 secured claims.

14 I suspect that once vetted, the Secured Claims will be reduced by another
15 \$64,266,356.27 as a number of claims were filed as secured, which are not and others
16 received some payment from the Girardi Trustee. In other words, I estimate that secured
17 claims will ultimately total somewhere closer to \$30 – \$ 35 million, if that much.

18 **D. Operations**

19 I have operated the estate continuously since appointment pursuant to Orders
20 authorizing operations and use of cash collateral. As has been noted in prior court filings,
21 period after period, I have operated under budget.

22 Initially my staff included my field agent, the Debtor's former IT manager and three
23 other former employees. Over time, I reduced my staffing needs so that at this point, my
24 staff includes my field agent, the it manager on an as needed basis (particularly during
25 the move), and a former attorney who assists in researching cases so that I my attorneys

26
27 ³ I continue to receive calls from former clients and others who are only now learning of the
28 bankruptcy.

1 have the information necessary to negotiate quantum meruit fees and other matters also
2 solely on an as needed basis. My field agent is the go to person for collecting data from
3 the computer system by my professionals and to comply with requests from other
4 attorneys, the state bar and governmental agencies.

5 Also as previously noted, I have now moved from the two Wilshire office buildings
6 to a single office and offsite storage.

7 **E. Recoveries and Distributions to date**

8 To date, I have recovered approximately \$18.9 million in fees and in other
9 collections. Included in this amount is approximately \$1.5 million in avoidance recoveries
10 as will be discussed in more detail below; funds from the sale of personal property from
11 the 1122 and 1126 Building at auction and from the sale of personal Property from the
12 1122 building, the close out of general bank accounts and miscellaneous other payments
13 including the recovery of \$750,000 in costs from the Porter Ranch Litigation Common
14 Fund.

15 I am also holding approximately \$390,000 in funds from closed IOLTA accounts
16 and accounts denominated client accounts. In addition to what I have in my estate
17 accounts, I am also overseeing approximately \$1.9 million in minors blocked accounts at
18 two separate banks, and approximately \$1 million in IOLTA accounts at three banks.
19 With the assistance of my forensic team we have tried to identify the source of the funds
20 in the IOLTA accounts. However, with the exception of one account in the amount of
21 approximately \$496,000, where the funds were deposited shortly before the bankruptcy
22 was filed, the accounts are old and the funds cannot be traced to any particular case. My
23 Trustee Bond currently covers all funds both in my possession and in the accounts I
24 oversee.

25 Thus, in the next few months I will be filing motions to 1) Interplead the funds in
26 the one IOLTA where we have identified the source and the client, as the medical and
27 other liens against the account and the client's demands exceed the amount in the
28 account; 2) close all IOLTA accounts, both with respect to funds I am holding and those

1 under my control and depositing all funds in my general accounts; and 3) relieving me of
2 any responsibility with respect to the Minor's blocked accounts.

3 Against these recoveries, I have paid out of my accounts approximately
4 \$7,115,000 as follows:

5 Chapter 7 Admin Fees (Bond Payments, Operating expenses, etc. no payments to 6 retained professionals)	\$817,782.97
7 Professional Fees and Expenses (includes \$10,000 expense deposit, Auctioneer fees and 8 mediator fees all authorized by court order. No payments to 9 retained professionals)	\$189,820.00
10 Secured Claims (To California Attorney Lending II per order)	\$4,105,735.90
11 Funds Paid to Clients	\$2,001,707.49

12 I have also facilitated the distribution to clients of not less than a net \$17 million
13 through stipulations and agreements, all as has been approved by the Court. Finally, in
14 connection with my negotiation of quantum meruit fees, I agreed to the release of millions
15 of dollars to former clients so that the clients would not be further harmed by any dispute
16 over fees.

17 **IV.**

18 **CURRENT STATUS OF CASE**

19 **A. Collection of Fees and Costs**

20 At this time, I continue to collect quantum meruit and other fees and costs.
21 This is an ongoing process and will likely continue for many years. The largest
22 outstanding fee due is the fee from the Porter Ranch litigation. That matter has settled
23 and I have been advised that I should receive the estate's portion of the attorney's fees at
24 the same time funds are distributed to clients which is estimated to be by the end of
25 March, 2023. To the extent I have more information as to the date of distribution and the
26 estimated amount, I will update the Court at the March 7, 2023 hearing.

account to make the payments.⁴ Therefore, I have discussed the following proposed payment schedule with my professionals from SWE, GM, LG and DSI and all are in agreement. Therefore, I propose making payments as follows:

Firm	Fees	Costs	Proposed Treatment	Funds Remaining ⁵
IDS	\$22,218.50	\$5,517.42	pay in full	\$1,536,610.36
DR	\$18,807.00		pay in full	\$1,517,803.36
Menchaca	\$32,562.00	\$150.32	pay in full	\$1,485,091.04
LG ⁶	\$165,946.71	\$2,137.27	pay in full – contingency from sale of earrings	\$1,385,091.04
SK	\$43,997.50	\$215.47	pay costs in full, fees pro rata	1,384,875.57
GM	\$79,314.00	\$51.54	pay costs in full, fees pro rata	1,384,824.03
DSI	\$1,081,297.00	\$514.51	pay costs in full, fees pro rata	1,384,309.52
SWE	\$2,850,387.50	\$48,944.07	pay costs in full, fees pro rata	1,335,365.45
	\$4,294,530.21	\$52,013.18		

In addition to the administrative fees and costs for the professionals, there are two other administrative claims. One is the allowed administrative rent claim of \$130,000 due

⁴ This funds in this account are from the following: 1) Recovery from settlement of fraudulent conveyed airplanes \$520,230.35; 2) Voluntary turnover by Kamon of funds used to purchase Porche \$121,494.23; 3) Voluntary full restitution from Girardi friend of funds subject to avoidance- \$461,000.00; 4) net auction proceeds from Erika's earrings and friend's jewelry \$256,542.00; and 5) the recovery of Stillwell Madison amounts attached during the preference period - \$236,542.00.

⁵ The Funds remaining after payment of SK, GM, DSI and SWE are net of costs only.

⁶ See, Footnote, No. 4. LG is entitled to a contingency fee based on recovery and sale of earrings and Madison Stillwell monies.. In addition, LG costs were deducted from \$10,000 cost advance and, therefore, have not been deducted herein.

1 to the Wilshire Parties pursuant to the Order entered on August 10, 2022 [Dkt. No. 1313]
2 and the other is the administrative portion of DR's claim pursuant to their Standard
3 Claims agreement. [Dkt. No. 500]. Through December, 2022, the total due to DR on that
4 agreement is \$130,420.20.

5 Thus, I anticipate that if all fees are approved and paid as requested above, I will
6 have \$1,269,418.74 to pay to fees of SK/GM, DSI and SWE and the Wilshire Parties and
7 DR administrative claims. This equates to a pro rata distribution of approximately 29%.

8 Therefore, at this time, I request authority to pay the professionals as allowed and
9 proposed and the Wilshire Parties and DR claims as proposed. I further request authority
10 to pay the allowed fees and claims, pro rata as I continue to settle and recover funds from
11 my avoidance actions.

12 **VI.**

13 **CONCLUSION**

14 I will be present at the hearing on March 7, 2023 to respond to any questions or
15 concerns which the Court may have.

16 At this time, based on the foregoing, I respectfully request that the Court approve
17 the allowance and payment of fees as proposed.

18
19 I declare under penalty of perjury under the laws of the United States of America
20 that the foregoing Status Report which was prepared by me is true and correct.

21 Executed this 14th day of February, 2023 at Los Angeles, CA

22
23 /s/ Elissa D. Miller

24 Elissa D. Miller
25
26
27
28

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 7 TRUSTEE'S STATUS REPORT, ANALYSIS OF USES AND SOURCES OF CASH AND FUNDS ON HAND; APPROVAL OF FIRST INTERIM APPLICATIONS OF ESTATE PROFESSIONALS** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) February 14, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Attached ECF List

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) February 14, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) February 14, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

See Attached List

☒ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 14, 2023

Date

Cheryl Caldwell

Printed Name

/s/Cheryl Caldwell

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

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